

DEED OF AMENDMENT

Dated 2 February 2016

1. In connection with the Transaction, Anheuser-Busch InBev SA/NV (**ABI**), SABMiller plc (**SABMiller**) and Asahi Group Holdings, Ltd. (the **Interested Party**) entered into a non-disclosure agreement dated 17 December 2015 (**Non-disclosure Agreement**).
2. Capitalised terms which are not defined in the main body of this Deed and other expressions shall be defined and interpreted in accordance with the terms of the Non-disclosure Agreement.
3. ABI, SABMiller and the Interested Party agree that on and from the date of this Deed, paragraph 11.11 of the Non-disclosure Agreement shall be amended as set out below:

“11.11

(a) Subject to, and in accordance with the terms of paragraphs 11.12 and 11.13, each of ABI's and SABMiller's respective Connected Persons may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms of this letter, as varied from time to time under paragraph 11.10.

(b) Each of Molson Coors Brewing Company and Molson Coors Brewing Company UK Ltd (formerly Coors Brewers Limited) may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms of this letter, to the extent they relate to a breach of the Undertakings in respect of Information relating to Molson Coors Brewing Company, Molson Coors Brewing Company UK Ltd (formerly Coors Brewers Limited) (or any of their respective subsidiary undertakings, affiliates or joint ventures) or Grolsch (UK) Limited.

(c) Other than as provided in paragraph 11.5 and this paragraph, a person who is not a party to this letter shall have no right to enforce any of its terms.

(d) Notwithstanding paragraph 11.10 of this letter, sub-paragraph 11.11(b) of this letter shall not be amended, varied or deleted without the prior written consent of Molson Coors Brewing Company or Molson Coors Brewing Company UK Ltd”

4. Save to the extent amended pursuant to this Deed, the Non-disclosure Agreement shall remain in full force and effect in accordance with its terms.
5. The provisions of clauses 11.12 and 11.16 of the Non-disclosure Agreement shall apply *mutatis mutandis* in respect of this Deed.

EXECUTED AS A DEED)
for and on behalf of)
Anheuser-Busch InBev SA/NV ..)

acting by: /s/ BENOIT LOORE

Name: Benoit Loore

Title: VP Corporate Governance, Assistant Corporate Secretary

acting by: /s/ JAN VANDERMEERSCH

Name: Jan Vandermeersch

Title: Senior Legal Counsel Corporate

EXECUTED AS A DEED)

for and on behalf of)

SABMiller plc)

acting by: /s/ STEPHEN JONES

Name: Stephen Jones

Title: Deputy General Counsel

Witnessed by: /s/ WENDY KO

Name: Wendy Ko

Address: SABMiller House, Church Street West, Woking, GU21 6HS

EXECUTED AS A DEED)
for and on behalf of)
Asahi Group Holdings, Ltd.)

acting by: /s/ MR. KENJI HAMADA
Name: Mr. Kenji Hamada
Title: General Manager of Corporate Strategy Section